

9-184A097

Emons Industries, Inc.

RECORDATION NO.

11676-F
FILED 1425

JUL 5 1989 - 10 15 AM

INTERSTATE COMMERCE COMMISSION

June 29, 1989

Ms. Mildred Lee
INTERSTATE COMMERCE COMMISSION
12th and Constitution Ave., N.W.
Rom 2303
Washington, D.C. 20423

RE: Supplement and Amendment No. 2 to Gondola
Car Agreement No. 1 between Emons Industries and
South Buffalo Railway Company

Dear Ms. Lee:

Enclosed for recordation, pursuant to the provisions of 49 U. S. C. Section 11303(a), are two copies of a Supplement and Amendment No. 2 to Gondola Car Agreement No. 1 dated as of April 1, 1989.

The Supplement and Amendment relates to the Gondola Car Agreement No. 1 dated as of September 7, 1979 between Emons Industries, Inc., Lessor and South Buffalo Railway Company, Lessee, as amended by Supplement No. 1 to Gondola Car Agreement No. 1 dated April 9, 1980, which documents were filed and recorded on April 16, 1980 under Recordation Nos. 11676-B and 11676-D, respectively.

The names and addresses of the parties to the enclosed document are:

Mellon Financial Services
Corporation No. 3
One Mellon Bank Center
Suite 1111
Pittsburgh, PA 15258

South Buffalo Railway Co.
1170 Eighth Avenue
Bethlehem, PA 18018

A description of the equipment covered by the document is:

50 Gondola cars bearing the reporting marks SB 6000 through
SB 6049.

JUL 5 10 25 PM '89
MOTOR OPERATING UNIT

Ms. Mildred Lee
Page 2
June 29, 1989

Also enclosed is a check in the amount of \$13.00 to cover the costs of filing.
I understand that the original document will be returned to me with the recordation
information noted thereon within about one week.

Please call me should you have any questions. Thank you for your assistance in
this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Florence M. Yatchisin".

Florence M. Yatchisin
Manager - Fleet Accounting

(717) 771-1735

FMY/kim

Enclosures

7/5/89

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

FLORENCE M. YATCHISIN
MANAGER-FLEET ACCOUNTING
EMONS INDUSTRIES, INC.
96 SOUTH GEORGE STREET
YORK, PENNSYLVANIA 17401

Dear: SIRS:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/5/89 , at 10:15AM and assigned recordation number(s).

11676-F

11676-A

Sincerely yours,

Noreta R. McGee

Noreta R. McGee
Secretary

Enclosure(s)

SUPPLEMENT AND AMENDMENT NO. 2
TO GONDOLA CAR AGREEMENT NO. 1 BETWEEN
EMONS INDUSTRIES, INC. AND SOUTH BUFFALO
RAILWAY COMPANY

RECORDATION NO.

FILED 1423

(SB-6000 through SB-6049)

JUL 5 1989 - 10 15 AM

INTERSTATE COMMERCE COMMISSION

Emons Industries, Inc. ("Emons") has entered into a Gondola Car Agreement No. 1 dated as of the 7th day of September, 1979, with South Buffalo Railway Company, as supplemented and amended April 9, 1980 ("Agreement"). On December 31, 1986, Emons assigned its rights under said Agreement to Mellon Financial Services Corporation #3. This Supplement and Amendment No. 2 dated as of the 1st day of April, 1989, amends that certain Agreement in the following manner:

1.) Section 2. entitled "Term" is amended to delete the entire last sentence contained in that paragraph, and to insert in its place the following language:

"At the end of the initial term hereof, this Agreement will be extended for an additional three (3) year period (the "extended term")."

2.) Section 6(a) entitled "Rental Charges and Disposition of Damages or Destroyed Gondola Cars" is amended effective at the end of the initial term and during the extended term referred to in Section 2. to read as follows:

"(a) At the end of the initial term and during the extended term, the rent ("Rent") for each such Gondola Car to be paid by Railroad to Emons shall be a monthly payment in an amount equal to the total of (i) \$12.82 (U.S.) per Gondola Car per day, and (ii) all mileage earnings of the Gondola Cars applicable under the AAR Code of Car Hire Rules and Interpretations - Freight, except that (iii) no payment shall be made with respect to the first 104 hours as to each Gondola Car in any calendar month. The computation of Rent shall not include any funds received by Railroad pursuant to any tariff naming demurrage, detention or storage charges or any agreement concerning per diem reclaims."

3.) All other terms and conditions shall remain in full force and effect.

ACCEPTED AND AGREED TO:

SOUTH BUFFALO RAILWAY
COMPANY

BY: _____

TITLE: _____

DATE: _____

Wickemrode
President
April 13, 1989

ACCEPTED AND AGREED TO:

MELLON FINANCIAL SERVICES
CORPORATION #3

BY: _____

TITLE: _____

DATE: _____

Christine R. Cook
Vice President
May 15, 1989

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF NORTHAMPTON)

On this 13 day of APRIL, 1989, before me personally appeared C.W. Eckenrode, to me personally known, who, being by me duly sworn, says that (s)he is the PRESIDENT of SOUTH BUFFALO RAILWAY COMPANY, one of the corporations described in and which executed the foregoing instrument, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jean D. Stauffenberg
NOTARY PUBLIC

My Commission Expires: April 10, 1990

NOTARIAL SEAL
Jean D. Stauffenberg, Notary Public
City of Bethlehem, Northampton County, Pa.
My Commission Expires Apr. 10, 1990

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF ALLEGHENY)

On this 15th day of May, 1989, before me personally appeared Christine R. Cook, to me personally known, who, being by me duly sworn, says that (s)he is the Vice President of MELLON FINANCIAL SERVICES CORPORATION #3, one of the corporations described in and which executed the foregoing instrument, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jacqueline K. Schultz
NOTARY PUBLIC

My Commission Expires:

NOTARIAL SEAL
JACQUELINE K. SCHULTZ, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES FEB. 3, 1992
Member, Pennsylvania Association of Notaries



Emons Industries, Inc.

July 20, 1989

Ms. Mildred Lee
INTERSTATE COMMERCE COMMISSION
Room 2303
12th and Constitution Ave., N.W.
Washington, D.C. 20423

RE: Supplement and Amendment No. 2 to Gondola Car Agreements No. 1
and No. 2 between Emons Industries and South Buffalo Railway Company

Dear Ms. Lee:

Enclosed you will find (a) copy of Recordation #11676-F for Agreement No. 2 between the above referenced companies which we received on July 10, 1989; (b) copies of additional correspondence requesting a recordation for Agreement No. 1 and (c) a copy of the check which was sent with both letters of request on June 29, 1989.

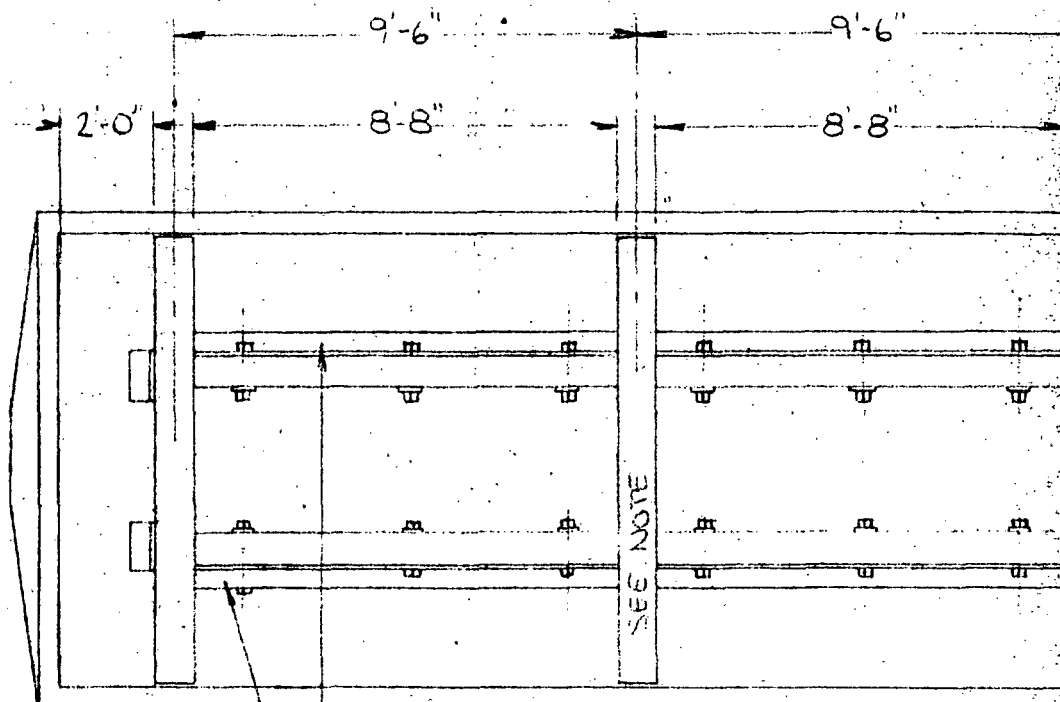
Since we only received the one recordation back, I placed a call to Janice Fort to find out the status of the second request. Ms. Fort checked the records and only the one recordation was on file.

Could you please check to see if our second request was inadvertently mis-filed and if so should we resubmit another recordation request for Agreement No. 1?

Sincerely,

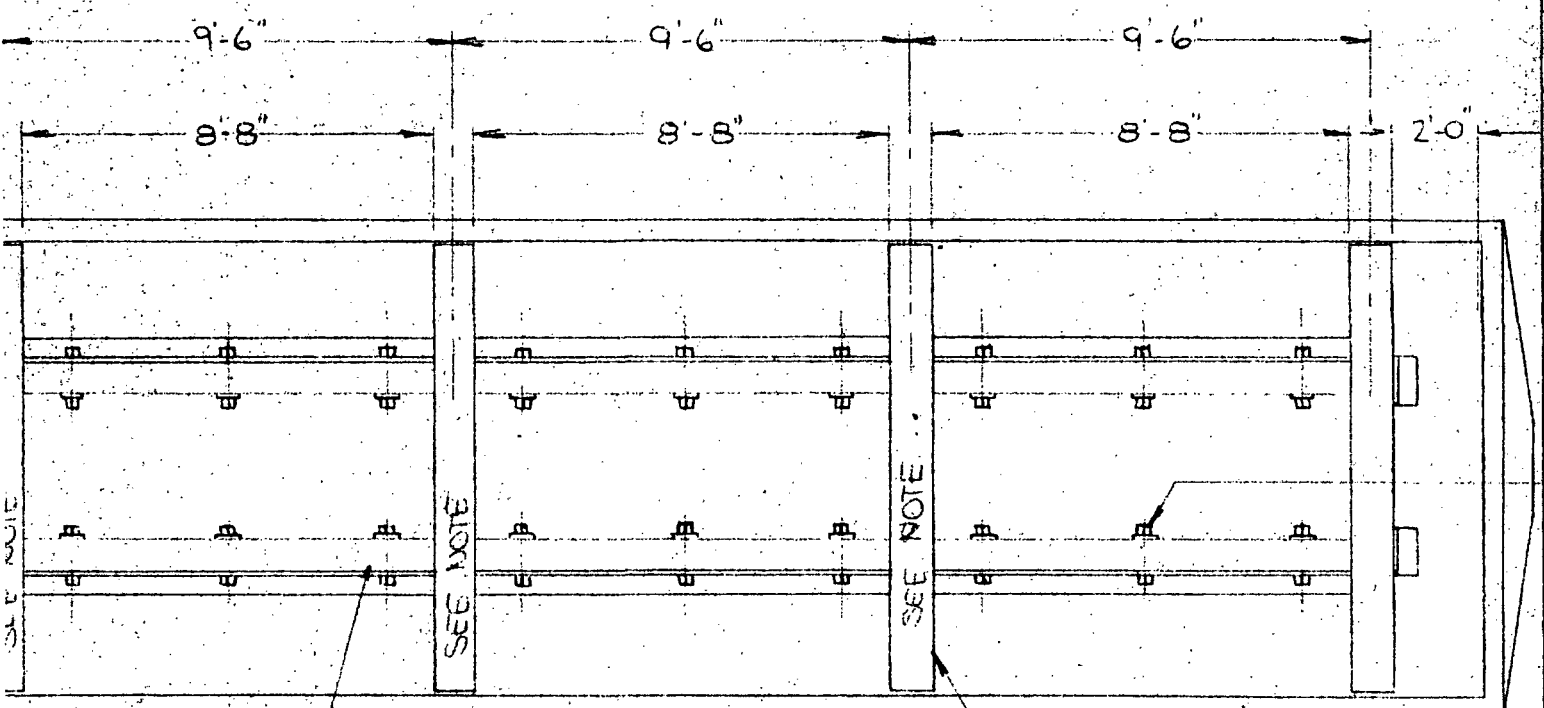
Marge Hays
Secretary
(717) 771-1721

Enclosures



8" X 8" PERMANENT LENGTHWISE

6" X 6" X 1/2" ANGLE WELDED TO CAR FLOOR. (



BLOCKING (TYP)

10" X 10" REMOVABLE CROSS

P)

A

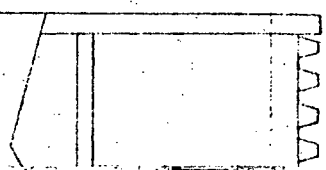
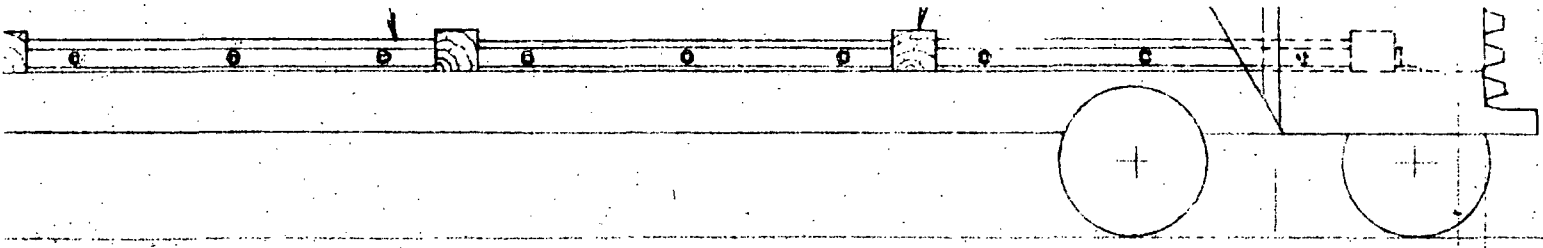


EXHIBIT A.

--- 34 OLD BOLTS WITH WASHERS

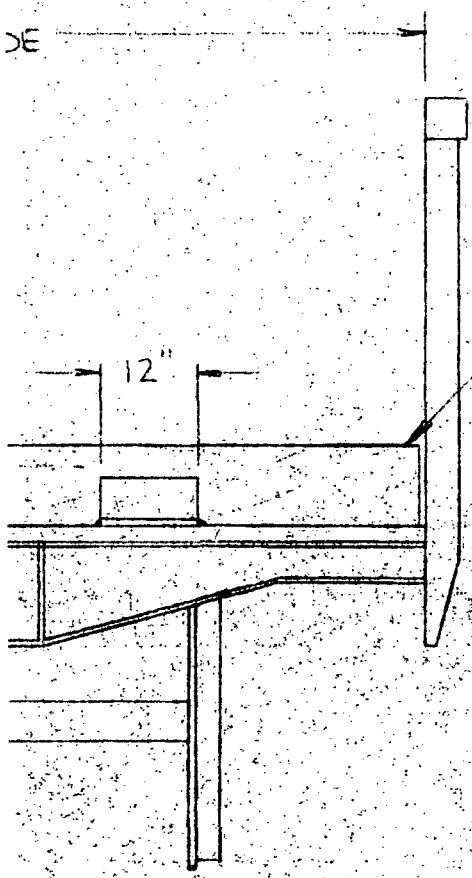
USE BLOCKING (TYP)

NOTE: FOUR CENTER CROSSWISE BEARING
PIECES TO BE STENCILED:
"DO NOT REMOVE - STORE AT END
OF CAR"



43'-8 1/2" TRUCK CENTERS

52'-6" INSIDE LENGTH

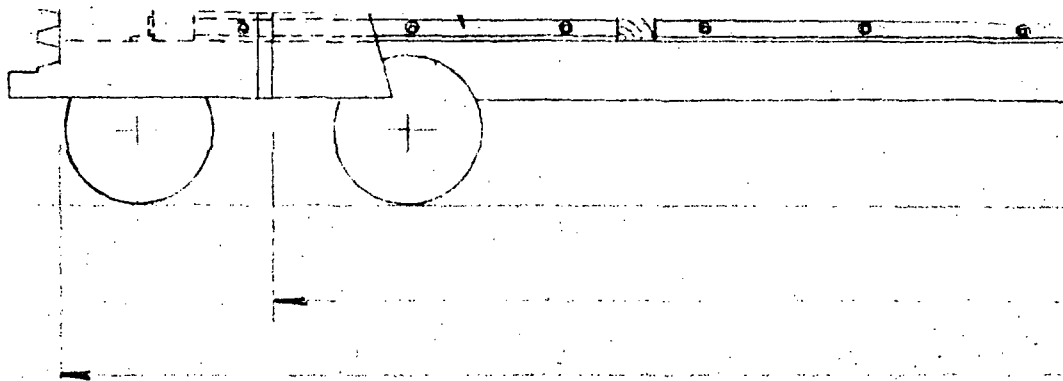


10" X 10" REMOVABLE CROSSWISE BLOCKING
ALLOW MAX 1" CLEARANCE @ CAR SIDES

A

A-A

1	6/13/
REV. NO.	DATE



9'-6" INS

12"

6" x 6" x 1/2" ANGLE WELDED
TO CAR FLOOR

SEC



for Strength
... Economy
... Versatility

4		
3		
2		
1		
	DATE	SENT FOR
BETHLEHEM STEEL CORPORATION TRANSPORTATION DEPT. BETHLEHEM, PA.		
APPLICATION		
LOCATION		
CUSTOMER		
Drawn By TAD		Contract No.
Date 6/4/79		
Scale		
Drawing Covers		Drawing No.
PERMANENT BLOCKING FOR M&P GONDOLAS ASSIGNED TO BSGRP INTERPLANT SHIPMENTS		
DESCRIPTION		

EXTREME END BLOCKING REMOVED
BOLTS THRU ANGLES
9 ADD NOTE